

**TOWN OF DAVIE**  
**TOWN COUNCIL AGENDA REPORT**

**TO:** Mayor and Councilmembers

**FROM/PHONE:** Patrick Lynn, Police Chief/(954)693-8320

**PREPARED BY:** Police Administration/af

**SUBJECT:** Resolution

**AFFECTED DISTRICT:** All

**ITEM REQUEST:** Schedule for Council Meeting

**TITLE OF AGENDA ITEM:** BID - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, ACCEPTING THE BID FOR SCHOOL CROSSING GUARDS FROM THE BUTLER GROUP OF SOUTH FLORIDA, LLC d/b/a NEXTAFF. (\$280,000)

**REPORT IN BRIEF:** A competitive bid was conducted by the Town of Davie Finance Department, in conjunction with the Police Department, to provide school crossing guards to insure safety for children needing to cross the street to get to school at locations designated by the Police Department. Specifications were sent out to thirteen (13) prospective bidders and the Town received two (2) bid responses. The recommendation from the bid specification committee as well as from the Police Department is to award the bid to the lowest bidder; The Butler Group of South Florida, LLC d/b/a NEXTAFF.

**PREVIOUS ACTIONS:** Resolution 2008-149; expired June 2009 w/Kemp Group International Corp.

**CONCURRENCES:**

**FISCAL IMPACT:** not applicable

Has request been budgeted? Yes

If yes, expected cost: \$280,000.00

Account name and number: Police Dept. - Contractual Services 001-0520-521-0306

**RECOMMENDATION(S):** Motion to approve resolution

**Attachment(s):** Resolution, Town of Davie Procurement Authorization, Bid Opening Report, PD Memo, W9 and Fla Dept Div of Corp. for the Butler Group of South Florida, LLC d/b/a Nextaff.

RESOLUTION \_\_\_\_\_

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA,  
ACCEPTING THE BID FOR SCHOOL CROSSING GUARDS FROM  
THE BUTLER GROUP OF SOUTH FLORIDA, LLC d/b/a NEXTAFF.

WHEREAS, the Town is in need of school crossing guards to insure that children can safely cross the street to get to school at locations identified by the Police Department; and

WHEREAS, the Town of Davie Finance Department has conducted a competitive bid process for such crossing guards and the bid specification committee along with the Police Department Purchasing Division recommend The Butler Group of South Florida, LLC d/b/a NEXTAFF ; and

WHEREAS, after review, the Town Council wishes to accept the bid from The Butler Group of South Florida, LLC d/b/a NEXTAFF ; and

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA.

SECTION 1. The Town council hereby accepts the bid from The Butler Group of South Florida, LLC d/b/a NEXTAFF to provide school crossing guards in the amount of \$12.97/guard/hr. and the hereby authorizes the expenditure from the Police Department Contractual Services Account Number 001-0520-521-0306.

SECTION 2. The initial contract period shall be a two year term commencing with the first day of school for the 2009/2010 year (contract will run from August 2009 through June 2011). The contract may be extended for one two (2) year period, by mutual agreement of the parties and approval by the Town

Council. All terms and conditions shall remain firm for the initial period of the contract, and any renewal periods.

PD – Resolution - School Crossing Guards

The contract may be extended in writing by mutual agreement of both parties with the approval of the Town Council for one (1) additional two (2) year period. Notification of desire to renew the contract must be given in writing a minimum of sixty (60) days prior to the expiration of any current agreement.

SECTION 3. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2009

\_\_\_\_\_

MAYOR/COUNCILMEMBER

ATTEST:

\_\_\_\_\_

TOWN CLERK

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2009

## SECTION I - SPECIFICATIONS/SPECIAL CONDITIONS

### A. Intent

The intent of this bid is to establish an annual contract for the provision of School Crossing Guard services, as and when needed.

### B. Contract Period

The initial contract period shall be a two year term commencing with the first day of school for the 2009/2010 year (contract will run from August 2009 through June 2011). The Town does not utilize school crossing guards during summer vacation, however, should there be summer school, the Town will provide school crossing guards for the dates school will be in session. **See Scope of Work #8.**

The contract may be extended for one two (2) year period, by mutual agreement of the parties and approval by the Town Council. All terms and conditions shall remain firm for the initial period of the contract, and any renewal periods. The Town reserves the right to review the terms, conditions, and specifications of the contract at the end of the two (2) year period. The contract may be extended in writing by mutual agreement of both parties and the approval of the Town Council for one additional two (2) year period, providing both parties agree to all, if any, changes, revisions, deletions, etc. made by either party. Notification of desire to renew the contract must be given in writing a minimum of sixty (60) days prior to the expiration of any current agreement. This contract will begin upon approval by the Town Council.

### C. Quantities

No warranty or guarantee is given or implied as to the total number of guards that will be required as a result of this contract. The quantities stated in this bid are estimates of annual usage, based upon the Town's requirements at the time of bid preparation. Guard services will be requested as needed.

### D. Basis of Award

Award will be made to the lowest responsive, responsible bidder. The Town reserves the right to make the sole determination of responsiveness/responsibility. Investigation to evaluate bids may include an inspection of a bidder's facilities to determine their capability to perform.

### E. Indemnify and Hold Harmless

The CONTRACTOR agrees to indemnify and hold harmless the TOWN, its officers, agents and employees, free and harmless from any claim, liability, cause of action, expense or charge, of whatever kind or nature, including, but not limited to, personal injury, loss of life, property damage including loss of use thereof, and against all loss of life, which may arise out of or be connected with the performance of contractor's duty hereunder, and shall indemnify the TOWN against any suits, actions, claims, damages, or causes of action brought by or on behalf of any person arising out of the performance of such duties, and pay all costs and expenses in connection therewith. Nothing in this agreement shall be construed to affect in any way the TOWN'S rights, privileges, and immunities as set forth in Florida Statutes 768.28.

F. Insurance

The Contractor shall not commence operations pursuant to the terms of this Agreement until certification or proof of insurance, detailing terms and provisions of coverage, has been received and approved by the Town of Davie.

The following insurance coverage shall be required:

A. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees). The Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

B. Public Liability Insurance

- 1) Naming the Town of Davie as an additional insured in connection with the work being done under this contract.
- 2) Such public liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

**INSURANCE REQUIREMENTS:**

**WORKERS' COMPENSATION - STATUTORY**

Policy must include Employers Liability: \$100,000 for each accident, \$500,000 disease (policy limit), and \$100,000 disease (each employee).

**COMMERCIAL GENERAL LIABILITY:**

\$1,000,000 per occurrence Combined Single Limit for bodily injury and property damage. Policy shall include coverage for premises / operations; products / completed operations; contractual liability; independent contractors.

**BUSINESS AUTO LIABILITY:**

\$1,000,000 per occurrence Combined Single Limit for bodily injury and property damage. Policy shall include coverage for owned auto; hired autos; non-owned autos.

**ADDITIONALLY INSURED:**

The TOWN is to be named as an additional insured on both the general liability and auto liability policies and shall provide same to the Town prior to beginning any work.

The certification or proof of insurance must contain a provision for notification to the Town thirty (30) days in advance of any material change in coverage or cancellation.

The successful bidder shall furnish to the Town the certification or proof of insurance required by the provisions set forth above, within five (5) days after notification of award of contract.

G. Termination for Cause

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this agreement, or if the Contractor shall violate any of the provision of this agreement, the Town may, upon written notice to the Contractor, terminate the right of the Contractor to proceed under this agreement or with such part or parts of the agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the Town by reason of such default and termination. The Town may withhold any payments due to the Contractor for the purpose of setoff until such time as the amount of the damages due to the Town from the Contractor are determined.

H. Employee Qualifications

The Contractor and any persons employed by him/her shall never have been convicted of any offense involving moral turpitude. FDLE background checks must be completed on all applicants prior to being employed. The Contractor will provide proof to the Davie Police Department that background checks were completed. The Contractor shall employ persons who are neat, clean, well groomed, courteous and at least twenty one (21) years of age.

I. Daily Time Sheets

A daily time sheet will be maintained by the Contractor with the signature of the employee on each work shift and the location of their



guard post. A summary will be delivered by the Contractor monthly to the Davie Police Department.

J. Staffing Provisions

The Contractor shall have responsibility for selecting and providing all personnel to perform the services to be provided pursuant to Sections C and M (1) of this specification.

K. Invoices/Payment

The Town will accept invoices no more frequently than once per month. Each invoice shall be accompanied by a summary detailing all employee time logged for the prior period. The time sheet must list each guard by name, location, and daily hours worked. Invoices shall be paid by the Town within thirty (30) days of receipt of the invoice, except for items questioned. The Town shall notify the Contractor within fifteen (15) days of receipt of invoice of any items questioned. The Contractor shall prepare verification date for the amount claimed and provide complete cooperation during such investigation of any areas in the invoice subject to question.

L. Selling, Transferring or Assigning Contract

No contract awarded by the Town shall be sold, transferred or assigned without the prior written approval of the Town.

M. Scope of the Work

1. It is expected that an average of twenty-two (22) school crossing guards will be required for each school day. However, this is an estimate and the Town's Office Supervisor will keep the Contractor informed as to the exact number of school crossing guards that will be required to provide coverage at the estimated twenty-two (22) school crossings located within the Town limits. The Contractor shall be flexible and provide guards for the hours needed on the instructions of appropriate Town personnel. A minimum of three (3) hours (which will vary slightly with each school) coverage daily for nineteen (19) guards, and a minimum of five (5) hours coverage daily for three (3) guards covering the Nova Schools due to the extended hours scheduled as follows:

7:00 am to 8:30 am in the morning, 1:30 pm to 3:00 pm in the afternoon and 7:00 am to 9:45 am in the morning and 1:45 pm to 4:00 pm in the afternoon for the three (3) guards covering the Nova schools.

2. It shall be the responsibility of the Contractor to ensure that all guards receive proper training. The Contractor must be able to comply with Section 234.302, Florida Statutes, the "Ramon

Turnquest School Crossing Guard Act”, by having Florida Department of Transportation certified crossing guard trainers to ensure that all persons employed as crossing guards receive proper training as required by the law.

Formal training of all new or former crossing guards shall be conducted as per the standards established by the State of Florida Department of Transportation. The primary training for each person employed by the Contractor as a crossing guard shall be conducted by the Contractor. Such training shall consist of, at a minimum:

- (a) Classroom Training
- (b) Field Training

3. Daily Field Supervision: The Contractor shall provide experienced field supervisors to oversee the operations at all times the guards are on duty. It will be the responsibility of the field supervisors to ensure that all crossings are properly staffed at all times required by the Town.
4. Guard Back Up: The Contractor shall provide each working guard with the name and telephone number of a back-up in case the working guard cannot be at his/her post. The contractor shall ensure that the back-up guard is fully trained and familiar with the specific crossing location.
5. It is the sole responsibility of the Contractor to make sure all posts are staffed in compliance with the contract.
6. The Town shall provide the Contractor with the following equipment for each guard: one raincoat, one whistle, one reflective vest and one hand held stop sign. All equipment shall be returned to the Town upon termination of the agreement, in the same condition as it was when originally provided, excluding normal wear and tear. Any required replacement of lost or damaged equipment shall be the responsibility of the Contractor.
7. The Contractor shall provide all other equipment that may be required.
8. School year schedule: The school year begins in mid August and will run until approximately the beginning of June, with appropriate holidays and teacher work days that do not require coverage. In addition to the regular school year, if summer sessions are held, the Town will provide school crossing guards during the specified dates and times. The Town will inform the

Contractor of the specific dates when they are made available. In the event that the school calendar year is revised, for any reason, including the adoption of a year round school schedule, the Contractor shall ensure that all crossings will be manned with properly trained crossing guards.

## SECTION II - GENERAL CONDITIONS

1. Submission and Receipt of Bids
  - 1.1 Bidders must use the forms furnished by the Town.
  - 1.2 Bids having any erasures or corrections must be initialed by the bidder in ink. Bid shall be typewritten or filled in with pen and ink. Manual signature must be in ink.
  - 1.3 It will be the sole responsibility of the bidder to have their bid delivered to the Procurement Manager before the closing hour and date shown for receipt of bids.
  - 1.4 Your bid should be returned in a sealed envelope (with the correct postage affixed if the bid is mailed) and should show the following information:
    - 1.4.1. Your return mailing address in the upper left-hand corner.
    - 1.4.2. Bid Number - write or type the bid number that appears on the first page of the bid form on the envelope.
    - 1.4.3. Write or type the title of the bid on the envelope.
  - 1.5 Late bids will not be considered and will be returned unopened.
2. Completion of Bid Forms

Bidder is to fill in all of the blank spaces on the bid forms and return them in the sealed envelope.

  - 2.1 W-9 Form
  - 2.2 Bidder/Vendor Disclosure Form

3. Signature Required  
All bids must show the company name and be signed by a company officer or employee who has the authority to bind the company or firm by their signature. **UNSIGNED OR INCOMPLETE BIDS WILL BE REJECTED.** All manual signatures must be original - no rubber stamp, photocopy, etc.
4. Prices to be Firm  
Bidder certifies that prices, terms and conditions in the bid will be firm for acceptance for a period of ninety (90) days from the date of bid opening unless otherwise stated by the Town. Bids may not be withdrawn before the expiration of ninety (90) days. Prices shall be firm, with no escalator clauses unless specified by the Town. Bids may be withdrawn after ninety (90) days only upon written notification to the Town.
5. Extensions  
If there is an error in extensions, unit prices will prevail.
6. Signed Bid Considered an Offer  
This signed bid is considered an offer on the part of the bidder, which offer shall be considered accepted upon approval by the Town Council of the Town of Davie (if required). The Town of Davie will issue a purchase order or a letter of authorization to the successful bidder, as authorization for delivery of the items awarded subject to requirements of detailed specifications and those contained herein.  
  
In the event of default on the part of the bidder after such acceptance, the Town may take such action as it deems appropriate including legal action for damages or specific performance.
7. Default Provisions  
In the event of default by the bidder, the Town reserves the right to procure the item(s) bid from other sources and hold the bidder responsible for excess costs incurred as a result. A contractor who defaults on a Town contract may be banned from doing business with the Town for a period of 36 months from the date of default.
8. Laws and Regulations  
All applicable laws and regulations of the Federal government, the State of Florida, and ordinances of the Town of Davie will apply to any resulting bid award.
9. Taxes

The Town of Davie is exempt from any taxes imposed by the State and Federal government. Exemption certificates will be provided upon request.

10. Exceptions to Specifications

For purposes of evaluation, bidder must indicate any exception to the specifications, terms, and /or conditions, no matter how minor. This includes any agreement or contract forms supplied by the bidder that are required to be signed by the Town. If exceptions are not stated by the bidder, in his bid, it will be understood that the item(s)/services fully comply with the specifications, terms and/or conditions stated by the Town. Exceptions are to be listed by the bidder on an attachment included with his bid. The Town will not determine exceptions based on a review of any attached sales or manufacturer's literature.

11. Retention of Records and Right to Access Clause

The successful bidder shall preserve and make available all financial records, supporting documents, statistical records, and any other documents pertinent to this contract for a period of three (3) years after termination of this contract; or if an audit has been initiated and audit findings have not been resolved at the end of these three (3) years, the records shall be retained until resolution of audit finding.

12. Facilities

The Town reserves the right to inspect the bidder's facilities at any time, without prior notice.

13. Anti-collusion Statement

By submitting this bid, the bidder affirms that this bid is without previous understanding, agreement, or connection with any person, business, or corporation submitting a bid for the same materials, supplies, or equipment, and that this bid is in all respects fair, and without collusion or fraud.

14. Reservation for Rejections and Award

The Town reserves the right to accept or reject any or all bids or parts of bids, to waive irregularities and technicalities, and to request re-bids. The Town also reserves the right to award the contract on such items the Town deems will best serve the interests of the Town.

15. Interpretations

Any questions concerning the conditions and specification contained in this bid should be submitted in writing and received by the Purchasing Division no later than five (5) working days prior to the bid opening. The Town of Davie shall not be responsible for oral interpretations given by any Town personnel or representative or others. The issuance of a

written addendum is the only official method whereby interpretation, clarification or additional information can be given.

16. Conflict of Interest

For purposes of determining any possible conflict of interest, all bidders must disclose if any Town of Davie employee is also an owner, corporate officer, or employee of their business.

Indicate either "Yes" (a Town employee is also associated with your business), or "No". If yes, give person(s) name(s) and position(s) with your business.

Yes \_\_\_\_\_

Name(s) \_\_\_\_\_ and  
position(s) \_\_\_\_\_

\_\_\_\_\_

No \_\_\_\_\_

17. Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

# TOWN OF DAVIE PROCUREMENT AUTHORIZATION

ACCOUNT NUMBER.	BUDGET ITEM & DESCRIPTION	APPROXIMATE COST
001-0520-521-0306	School Crossing Guards	\$ 280,000.00

METHOD OF PROCUREMENT (check the one that applies)

- ☒ Open Competitive Bidding  
☐ Piggyback on Contract Number \_\_\_\_\_  
☐ Sole Source  
☐ Request For Proposals

**SPECIFICATIONS & LIST OF VENDORS MUST BE ATTACHED**

Signed \_\_\_\_\_  
Department Head

Have Funds been Reserved REQ. 38070

Date 3/19/09 Signed \_\_\_\_\_

Signed Gary J. Shuman  
Town Administrator

**BIDS SUBMITTED**

VENDOR	COST
<u>THE BUTLER GROUP OF SOUTH FLORIDA, LLC d/b/a NEXTAFF</u>	<u>\$12.97/H.R.</u>
<u>KEMP GROUP INTERNATIONAL</u>	<u>\$13.75/H.R.</u>

Signed \_\_\_\_\_  
Procurement Manager

BID SPEC. COMMITTEE'S Vendor	RECOMMENDATION Cost
<u>THE BUTLER GROUP OF SOUTH FLORIDA, LLC</u> <u>d/b/a NEXTAFF</u>	<u>\$12.97/H.R.</u>

BID OPENING REPORT

BID NAME: School Crossing Guards

TIME: 2:01pm

BID NUMBER: B-09-66

DATE: 5.7.09

ESTIMATED COST: \$280,000.00

NO.	CONTRACTOR'S NAME	BID AMOUNT	COMMERCIAL RANKING
1.	Kemp Construction	\$13.75	
2.	Nextaff	\$12.97	
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

REMARKS

SPECS SENT TO THIRTEEN (13) PROSPECTIVE BIDDERS  
TOWN REC'D TWO (2) BIDS

NOTE: THE ABOVE BID AMOUNTS HAVE NOT BEEN CHECKED, AND BID TOTALS ARE SUBJECT TO CORRECTION AFTER THE BIDS HAVE BEEN COMPLETELY REVIEWED.

THIS IS ONLY A FINANCIAL RANKING OF ALL THE BIDS RECEIVED. THE USING DEPARTMENT IS RESPONSIBLE FOR REVIEWING THE BIDS FOR COMPLIANCE WITH ALL THE BID SPECIFICATIONS PRIOR TO SUBMITTAL OF LETTER OF RECOMMENDATION.

PURCHASING OFFICIAL: Elena Blanchard

DATE: 5.7.09

WITNESS: Angela Salinas

DATE: 5.7.09





**DAVIE POLICE DEPARTMENT**  
**Memorandum**



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TO: Herb Hyman, Procurement Manager  
THRU: Patrick Lynn, Chief of Police *P*  
FROM: Lori Lysfjord, Office Supervisor *L*  
DATE: June 23, 2009  
REF: Crossing Guard Contract

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The Police Department has studied the two bids submitted for the school crossing guard contract. After our review, we recommend the contract be awarded to The Butler Group of South Florida, LLC d/b/a/ NEXTAFF. They were the lowest bidder for the contract and after speaking with the references listed and Buffy Butler, who is the owner of the company, I feel she understands our needs and will be able to provide this service to the Town.

Based on this information, please award the bid accordingly.

Request for Taxpayer  
Identification Number and Certification

Give form to the  
requester. Do not  
send to the IRS.

Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return)  
The Butler Group of South Florida, LLC

Business name, if different from above  
Nextstep

Check appropriate box ☐ Individual Sole proprietor ☐ Corporation ☐ Partnership ☒ Other LLC ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.)  
3810 DIVERDARY Boulevard, Suite 201

City, state, and ZIP code  
Lakewood, Florida 33319

List account number(s) here (optional)

Requester's name and address (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number  
| | + | + | | |

or

Employer identification number  
41-2113131-83

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person [Signature] Date 5 May 2009

**Purpose of Form**

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**U.S. person.** Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
- Certify that you are not subject to backup withholding; or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States; or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity.

I, Betty H. Butler, being first duly sworn state that:  
The full legal name and business address of the person(s) or entity contracting with the  
Town of Davie ("Town") are as follows (Post Office addresses are not acceptable):

Name of Individual, Firm, or Organization:

The Butler Group of South Florida

Address:

3810 INVERARY BOULEVARD

LAUDERHILL, FLORIDA 33319

FEIN

41-2133283

State and date of incorporation

FLORIDA - 01 April 2004

### OWNERSHIP DISCLOSURE AFFIDAVIT

1. If the contract or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who directly or indirectly holds five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full name and address shall be provided for each trustee and each beneficiary. All such names and address are as follows (Post Office addresses are not acceptable):

Full Legal Name	Address	Ownership
<u>Betty H. Butler</u>	<u>3810 INVERARY BOULEVARD</u>	<u>100</u> %
<u>—</u>	<u>—</u>	<u>—</u> %
<u>—</u>	<u>—</u>	<u>—</u> %
<u>—</u>	<u>—</u>	<u>—</u> %

2. The full legal names and business addresses of any other individual (other than subcontractors, materialmen, suppliers, laborers, and lenders) who have, or will have, any legal, equitable, or beneficial interest in the contract or business transaction with the Town are as follows (Post Office addresses are not acceptable):

Full Legal Name

Address

NOT APPLICABLE

—

—

—

2/11/09  
Signature of Affiant

Buffy A. Butler  
Print Name

SUBSCRIBED AND SWORN TO or affirmed before me this 10th day of  
May 2009, by Buffy Butler, he/she is  
personally known to me or has presented \_\_\_\_\_ as  
identification.

Erica Simmons  
Notary Public, State of Florida at Large  
NOTARY PUBLIC-STATE OF FLORIDA  
Erica Simmons  
Commission # DD867691  
Print of Seal of Notary Expires MAR. 09, 2013  
BONDED THRU ATLANTIC BONDING CO., INC.

DA867691  
Serial Number

My Commission Expires 3/9/2013

FLORIDA DEPARTMENT OF STATE  
DIVISION OF CORPORATIONS[Home](#)[Contact Us](#)[E-Filing Services](#)[Document Searches](#)[Forms](#)[H](#)[Previous on List](#)[Next on List](#)[Return To List](#)[Entity Na](#)[Events](#)[No Name History](#)[Su](#)**Detail by Entity Name****Florida Limited Liability Company**

THE BUTLER GROUP OF SOUTH FLORIDA, LLC

**Filing Information**

**Document Number** L04000024993  
**FEI/EIN Number** 412133283  
**Date Filed** 04/02/2004  
**State** FL  
**Status** ACTIVE  
**Effective Date** 04/01/2004  
**Last Event** CANCEL ADM DISS/REV  
**Event Date Filed** 11/15/2005  
**Event Effective Date** NONE

**Principal Address**

3810 INVERRARY BOULEVARD  
SUITE 201  
LAUDERHILL FL 33319 US

Changed 01/10/2007

**Mailing Address**

3810 INVERRARY BOULEVARD  
SUITE 201  
LAUDERHILL FL 33319 US

Changed 01/10/2007

**Registered Agent Name & Address**

BUTLER, BUFFY A  
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Address Changed: 01/10/2007

**Manager/Member Detail****Name & Address**

Title MGRM

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**Annual Reports****Report Year Filed Date**

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